IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

WEBSTER BANK, NATIONAL ASSOCIATION,)	
Plaintiff,)	FILED STAMP: JULY 9, 2008
V.)	08CV3900
)	JUDGE ST. EVE
STEFAN JAKUBIK,)	MAG. JUDGE SCHENKIER
Defendant.)	J. N.

COMPLAINT

Plaintiff, Webster Bank, National Association, by and through its attorneys, hereby complains against Stefan Jakubik for breach of contract and fraud, and in support states the following:

JURISDICTION

- 1. This Court has subject matter jurisdiction over this subject matter under 28 U.S.C. §1332 and 28 U.S.C. § 1348. This is a civil action between citizens of different states. The amount in controversy in this action exceeds \$75,000.00 exclusive of costs and interest.
- 2. Venue is properly before this Court pursuant to 28 U.S.C. §1391(a)(1) and (a)(3) because Defendant Stefan Jakubik ("Jakubik") resides within the district and is subject to personal jurisdiction here.

THE PARTIES

- 3. Plaintiff, Webster Bank, National Association ("Webster"), is a national banking association, chartered pursuant to 12 U.S.C. § 21, et seq.; its articles of association designate Waterbury, Connecticut as the locus of its main office.
- 4. Defendant Jakubik is a resident of Cook County, Illinois and a citizen of the state of Illinois.

THE FACTS

- 5. Jakubik applied for a mortgage to be secured by property at 3816 Johnson Avenue, Western Springs, IL, 60558 (the "Property"). In his application (loan application "Application" attached hereto as Exhibit A), Jakubik indicated that the property would be his primary residence.
- 6. Webster relied on Jakubik's statement in the Application that the construction property would be his primary residence in deciding to make a loan to Jakubik.
- 7. At the time Jakubik signed the Application, he intended to build the house for resale, not as his primary residence.
- 8. On February 2, 2007, Webster and Jakubik entered into a loan agreement evidenced by a written promissory note (02/02/07 promissory note, the "Note," attached hereto as Exhibit B).
- 9. Under the terms of the Note, Webster agreed to loan Jakubik the principal amount of \$880,000.00 at a yearly interest rate of 9.1250%. Ex. B, Note, ¶ 2. The loan was for the purpose of construction of the Property and Webster funded the loan pursuant to the agreement.
- 10. Pursuant to the Note, on April 1, 2007, Jakubik was to begin making monthly payments of \$7,159.97. These payments were to continue until Jakubik had "paid all of the

principal and interest and any other charges described below that [Jakubik] may owe under [the] Note." Ex. B, Note, ¶ 3.

- 11. The monthly payment amount was amended by the Construction Rider to Note and Security Instrument (the "Rider," attached hereto as Exhibit C), which provided that until March 1, 2008, Jakubik could make interest only payments. See Ex. C, Rider ¶ 4. The Rider also provided that as of March 1, 2008, Jakubik would begin making payments of both principal and interest in the amount of \$7,203.79. Ex. C, Rider, ¶ 4.
- 12. Jakubik began making the scheduled payments. However, on February 1, 2008, Jakubik failed to make the scheduled payment and has not since made a single payment to Webster.
- 13. The Note provides that if Webster "has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, [Jakubik] will pay a late charge," of "5.000 % of [the] overdue payment of principal and interest." Ex. B, Note, ¶ 6(A).
- 14. The Note provides that if a payment is not made on the date it is due, Jakubik will be in default. Ex. B, Note, \P 6(B).
 - 15. Therefore, Jakubik is currently in default.
- 16. On April 23, 2008, pursuant to the terms of the Note and related contracts, Webster sent Jakubik a notice of default; the full amount of principal and interest is now due and payable. Ex. B, Note, ¶ 6(c).

COUNT ONE - Breach of Contract

17. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 16 above as if fully set forth herein.

- 18. Webster offered to loan Jakubik the sum of \$880,000.00 on the terms described in the Note and related contracts.
 - 19. Jakubik accepted the terms of the Note and related contracts
- 20. The consideration for the Note consisted of Webster's payment of the principal and Jakubik's agreement to repay the loan with interest.
- 21. The parties memorialized their agreement on February 2, 2007 by executing the Note, thus creating a valid and enforceable contract.
 - 22. By funding the loan, Webster fully performed.
 - 23. Jakubik began performance by making monthly payments.
- 24. Jakubik stopped making monthly payments, is now in default and thereby breached the contract.
- 25. Pursuant to the terms of the Note and related contracts, the entire sum of principal and interest is now due and payable.
- 26. The terms of the Note provide that Jakubik agreed to pay any expenses Webster incurred in enforcing the provisions of the Note, including attorney's fees. Ex. B, Note, ¶ 6(E).
- 27. As of the date of filing, the amount of principal, interest, and expenses due on the Note exceeded \$841,830.27.

WHEREFORE, plaintiff Webster respectfully requests that this Court enter judgment in Webster's favor and against Jakubik in an amount to be proved at trial including interest, attorney's fees, costs, expenses believed to be in excess of \$841,830.27 and order any other relief the Court deems equitable and just under the circumstances.

- 28. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 27 above as if fully set forth herein.
- 29. Jakubik made a misstatement of fact when he indicated in the Application that the Property was to be his primary residence (the "Statement").
- 30. At the time Jakubik made the Statement, he knew it to be false, as he intended to build the house for resale.
- 31. Jakubik intended for Webster to rely on the Statement when making its determination regarding whether to offer Jakubik a loan.
- 32. Webster did rely on the Statement in deciding to offer to lend Jakubik \$888,000.00 under the terms described in the Note.
- 33. As a result of Webster's reliance on the Statement, Webster has suffered losses, which as of the date of filing exceeded \$841,830.27.

WHEREFORE, Plaintiff Webster respectfully requests that this Court enter judgment in Webster's favor and against Jakubik in an amount to be proved at trial including interest, attorney's fees, costs, expenses believed to be in excess of \$841,830.27 and order any other relief the Court deems equitable and just under the circumstances.

Dated: July 9, 2008

Daniel Lynch (Ill. Bar No. 6202499) Amy J. Hansen (Ill. Bar No. 6292957) Lynch & Stern LLP 150 S. Wacker Dr., Suite 2600 Chicago, IL 60606 (312) 442-9480 / (312) 896-5883 (fax) Respectfully submitted, Webster Bank, National Association,

s/ Daniel Lynch (filed electronically)
By: One of Its Attorneys

Exhibit A – Application

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ASSETS		Cash or murker	outstanding debts, includ	ng automobils towns, review, etc. Use continuation its of real asiets owned or upo	wares a uncased in	ticate by (*) those liabilities.
escription ash deposit toward purchas	e held by: s].	which will be satelled open as LIABIL	ile or real astera barred or opo	Montaly Payment &	Unpaid Salance
AREA AREA AND AND AND AND AND AND AND AND AND AN	1	Ì			S Paymen/Months	8 351.00
		[Name and address of Co	mpany		3,51.00
st checking and savir ame and address of Bank.	igs accounts be	olow on	Wennb/Expres		15.00	
s bank						
			AGO, NO.	•		
,			Name and address of Co	трату	\$ Payment/Months	8,958.0
		15,467.00	BK OF AMER		377.00	
ame and address of Bank,	SEL AS CREATE UN					
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FIFTH THIRD BA	N		,		_	
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,		260.00	Name and address of C	ompany	s Payment/Months	12,378.0
		**************************************	CHASE		476.00	1
rect, no.		\$ 49,439.00	CHASE			
vame and address of Bank	, S&L, or Credit Ur	ion	8/20	5/07		1
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,			Name and address of C	ompany	S Payment/Months	\$ 5,100.4
				,	128.00	
Acci. no.		\$	THD/CBSD			
Name and address of Ban	k, S&L, or Credit U	nloa				
			1 1		İ	
			Acel no.		_	
			1		\$ Payment/Months	\$ 6,675.
,			Name and address of		133.00	i '
X201. NO.		s	5/3 BANK CC	;	133.00	
Stocks & Bonds (Compan	Y .	S				
Stocks & Bonds (Compan name/number & description	in)		1 ,			1
			Acct. no.,		-	
			1 1		S Payment/Months	\$ 1,212.
			Name and address of	Company	i	+,5.0
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		-				
Face amount: \$		s 65,166.0	o ,		Ì	1
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from achedule of real est	ale owned)	-,,	County 1144		68	\$ 24,794
		e	Name and address of	Сотралу	\$ Payment/Months	
Vested interest in retirem	nest torio	ss	STATEFRM		521.0	٧
Net worth of business(ea (attach financial statems	ht)	•			1	
Automobiles owned (ma		s	,			
		22,000.0	0		ı	
PORSCHE- 91		22,000.0	ACCL NO			- Immonim
			Allmony/Child Suppo	rt/Separate Maintenance	\$	
Other Assets (Itemize)		\$	Job-Related Excens	e (child care, union dues,	s	
			elc.)			
		1			5 1,752	00 1///////////////////////////////////
			TAIM MANNIU DA	rymenus		
	Total Assets a.		Total Monthly Pa	s -225,958.		

Ø 013/033

02/01/2007 12:38 FAX 203 271 7532

WEBSTER NCLC CLOSING

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Do you Intend to occupy the property & your X	닏
Funding Fee financed n. PMI, MIP, Funding Fee financed n. PMI, MIP, Funding Fee financed Loan amount (add m & n) SBO, DDO, OD Cash fromto Bortower (subtract J, k, I & o from I) 16,386,19 The Mile Sport of property did you who - pancipal residence PR (c) Finance Special form (B) (c) Finance Special form (B) Finance	\vdash
n. PMI, MIP, Funding Fee financed D. Loan amount (add m & n) BBG, DDD. 00 (1) What type of property did you own - principal residence (FFI), second home (SH), or Investment property (IPT) (2) You'did you hold fills to the home - golety by yourself (Sh, forling) D. Cash from/to Borlewer (subtract J, k, I & or from f) 15, 386, 19 Interest (Sh, forling) Each of the undesciped specifically represents to Lender and to Lender actual or personal agents, because the first of the undesciped specifically represents to Lender and to Lender actual or personal agents, because the first of the undesciped specifically represents to Lender and to Lender actual or personal agents, because the first of the specifical in the specifical in out isolation, including money feet surface, successor and relative or personal agents, because the first operation of the information conteined in principal agents, including money agents, and present in advantage of the second	L L
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Borrower's Standard Date Co-Borrower's Signature Date 2/2/07 X 2/2 **INFORMATION FOR GOVERNMENT MONITORING CHARGES Section Sect	pplication (
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The following information is requested by the Federal Government for contain lybes of ligars related to a dwelling in order to market the fender's compliance we opportunity, fair housing and home mortgage effectatural laws. You see not required to furnish in the information of t	
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This application was taken by: Bancmart More types No. world Date 7100 W. Addison Street Date 7100 W. Addison Street	
Face-to-lave Interview Tanka Server 2/2/07 Chicago, IL 60634	
Meli Meriawer's Phone Number (incl. area cyde)	
Telephone 773-205-2323 Fracide Mac	

02/01/2007 12:39 FAX 203 271 7532

WEBSTER NOLO CLOSING

2014/033

28 IUI2 COMBINITATION NIGHT IN AND	Borrower:			Agency Case Number:				
se this continuation sheet if you sed more space to complete the esidential Loan Application. ark B for Borrower or C for e-Borrower.	STEFAN JAKUBIK Co-Bernower: Lander Case Number: 4704246801							
orrower			CoBorrower					
residing at present address for	lese than two years, c	omplate the following:						
rmer Address (street, city, state, Zi	P) Own	Rent No. Yrs.	Former Address (giree), city, stelle, ;	ZIP) Own	Rent No. Yi			
employed in current position to	or less than two years,	complete the following:						
Name & Address of Employer	Self Employed	Dates (from - to)	Name & Address of Employer	Sell Employed	Dates (from - to)			
•		Monthly Incomo	,		Monthly Income			
ostiton / Title - Type of Business	Business F	5 Phone (incl. area code)	Position / Tille - Type of Business	Businena f	Phone (Incl. area code)			
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Position / Title - Type of Business	Business	Phone (incl. area code)	Position / Title - Type of Business	Business	Phone (incl. area code)			
I/We fully ungerstand that il is a applicable under the provisions of	Roderët crime punishab Tille 18, United States Co	is by lina or impilsonmen da, Section 1001, el seq. Date	it, or both, to knowingly make any fal	ise statements concerning	any of the above fac			

02/01/2007 12:39 FAX 203 271 7532

WEBSTER NOLC CLOSING

Ø 015/033

(Supplement to Residential Loan Application)

^{Asme} STEFAN JAKUBIK				
he following information is provided to co	mplete and become a part	of the application for a mortgage in the amount of \$	880,000.0	0
with interest at 9,1250 %, for a to		months and to be secured by property known as:		····
Subject Property Address (street, city, stat				
3816 JOHNSON AVENU WESTERN SPRINGS, I				
egal Description of Subject Property (atta	ach description if necessary)		
See Attached Legal				
	Andrew Land	ASSETS AND LIABILITIES (1997)		V=91/487/17
		and the second s	ate and the little new and intention	inional na that ibn Etatement our te
neaningfully and fairly presented on a combine translate mail ha completed about that annuals	d basit, biucimiza achainia ei	ally by both matrims and immediate Co-barrowate it may be glamente and Schedulos are required if the Co-Barrowat &	octor was completed about a sp	(** ,
			Completed	Jointly & Not Jointly
ASSETS	Market 1	Jabilities and Piedged Assets. List the creditors name, submittable loans, revolving charge accounts, real estate which it necessary, indicate by (*) those liabilities which is	logne, silinony, child support, st	ock pleages, stc. Use continuation
Description Cash deposit lowerd purchase hald by:		he subject property	Monthly Payt. &	Unpald
		LIABILITIES Name and address of Company	Mos. Left to Pay	Belance S .
<u> </u>		ABING SUG BOOKERS OF COMPANY	4 + 0 1	•
List checking and savings accounts being Name and address of Bank, S&L, or Cred	NW St Union	NICOR GAS		
Milit Blid difference of parity and at alea				
			5.00	** **
,		Acci. no.	S PayLiMos.	93.00
		Name and address of Company	w i symmos.	•
Acct. no. \$ Neme and address of Bank, S&L, or Crec	St Union	NICOR		
Matter and photopo of count are! or over	.,			
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Acct. no. S Name and address of Bank, S&L, or Cree	dit Union			
tables and Brases of Salver and the salver				
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ACCI. 60. S. Stocks & Bands (Company name/number S.			£ .	
& description)				
		Acct no.	/	
		Name and address of Company	\$ PayL/Mos.	S
Life Insurance not cash value				
Face amount: \$ 5		<u>'</u>		
Subtotal Liquid Assets \$	65,166.00			
Roal asiate owned (enter market value S from schedule of mell detate owned)		Acct, no.	/	
Vosted interest in retirement fund 5		Name and address of Company	S Payt/Mos.	\$
Not worth of trustness(es) owned (strech (installs) statement)				1
Automobiles owned (make and year) \$		-		
Seminimonial manner disease and band.		<u> </u>		
		Acci, no.	- /	
		Alman, / Chief Support / Separate Maintenance Payments.	5	
Other Appels (Itemize) 5		Jop Related Expense (child Care, Union Dues, etc.) Owed to:	T	
			5	
		Total Monthly Payments	\$ 1,752.00	
Total Assets a. S	1,247,166.00	s -225,958.19	Total Liabilities b.	5 1,473,124.19

Freddie Mac Form 65A/Rev. 5/91 (Amended)

Page 1 of 2

Famile Mae Form 1003A/Rev. 5/91

02/01/2007 12:40 FAX 203 271 7532 WEBSTER NOLC CLOSING

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SCHEDULE OF REAL ESTATE OWNED

This schedule of real estate owned is to be attached to and made a part of my Loan Application and Financial Statement dated 11/1/06 , for property at 3916 JOHNSON AVENUE, WESTERN SPRINGS, II 60558

APPLICANT(S): STEFAN JAKUBIK

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	F PRIMARY	*INDICATE: *S" IF SOLD; *PS" IF DENINING SALE.													Original Loan Amount
	"P" IF RENTAL PROPERTY BEING HELD FOR INCOME; "PH" IF PRIMARY RESIDENCE.	7.00			***************************************	The second of th		MATIGNAL CITY	SOUGHT WORLD BY SECURITION	SHEETCEN TOWN	MANAGE CORP DSA	COUNTRIVIDE + CONSTRUCTION	WINDER LORN	ATTOON TOWN	Name & Address of Lender
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Signature	Signature	3					TST				43.00				Net Rental

RESCHED

Exhibit B – Note

NOTE

February 2, 2007 Date

Hoffman Estates City

IL State

3816 Johnson Avenue, Western Springs, IL 60558 (Property Address)

1. BORROWER'S PROMISE TO PAY

(this amount is called 880,000.00 In return for a loan that I have received, I promise to pay U.S. \$ "Principal"), plus interest, to the order of the Lender. The Lender is Webster Bank, National Association. I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who

is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a 9.1250 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

day of each month beginning on April 1, 2007 I will make my monthly payment on the 1st will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to March 1, 2037, I still owe amounts under this Note, I will pay those amounts in interest before Principal. If, on full on that date, which is called the "Maturity Date."

I will make my monthly payments at

Webster Plaza, 145 Bank Street, Waterbury, CT 06702

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 7,159.97

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not

designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES.

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property, or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this

option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

ND(S) AND SEAL(S) OF THE UNDERSIGN	(Seal)
STEFAN JAKUBIK	-(Borrower)
	(Seal)
	-(Borrower)
	(Seal)
	-(Borrower)
	(Seal)
	-(Borrower)
	(Sign Original Only,

Exhibit C – Rider

CONSTRUCTION RIDER TO NOTE AND SECURITY INSTRUMENT

THIS RIDER is an agreement to modify the terms of my loan to provide for a period of time during which future advances will be made to pay for the construction of improvements upon the Property.

LENDER - As used herein the term Lender shall mean

WEBSTER BANK, NATIONAL ASSOCIATION

or any assignee, transferee or successor in interest thereto. As used herein the words "I", "me" or "my" shall mean any person who signs below as Borrower.

This Rider changes the terms of the promissory Note and Security Instrument (Mortgage, Deed of Trust or Security in regard to the property located at February 2, 2007 Deed) which I have signed which are dated

3816 Johnson Avenue, Western Springs, IL 60558

("Property"). I agree that the covenants, terms and provisions set forth in this Rider will amend, supercede and replace any inconsistent terms, covenants or provisions in the promissory Note and Security Instrument, where the two are different.

- A. CONSTRUCTION LOAN FUTURE ADVANCES. THE ADDITION OF THIS RIDER TO THE NOTE AND MORTGAGE IS INTENDED AND AGREED TO MAKE THIS A CONSTRUCTION LOAN SECURED BY A CONSTRUCTION MORTGAGE WITHIN THE MEANING OF THE LAWS OF ILLINOIS (INCLUDING WITHOUT LIMITATION §9-313 OF THE ILLINOIS UNIFORM COMMERCIAL CODE). THE MORTGAGE SHALL SECURE FUTURE CONSTRUCTION LOAN ADVANCES FOR THE CONSTRUCTION OF IMPROVEMENTS ON THE PROPERTY, AS WELL AS ALL SUCH ADDITIONAL SUMS AND AMOUNTS AS ARE SET FORTH IN THE CONSTRUCTION LOAN AGREEMENT, NOTE AND LOAN DOCUMENTS. ALL SUMS ADVANCED HEREUNDER SHALL BE DEEMED TO HAVE BEEN MADE BY THE LENDER UNDER AN OBLIGATION TO DO SO, AND SHALL HAVE THE SAME PRIORITY AS THE ORIGINAL INDEBTEDNESS.
- BORROWER'S WAIVERS IN CASE OF DEFAULT . IN THE EVENT OF A DEFAULT, BORROWER HEREBY WAIVES ALL RIGHTS OF RE-INSTATEMENT, REDEMPTION, APPRAISEMENT, VALUATION, STAY AND EXTENSION TO THE FULLEST EXTENT THAT SUCH RIGHTS MAY BE WAIVED UNDER THE LAWS OF ILLINOIS, (INCLUDING WITHOUT LIMITATION THE ILLINOIS MORTGAGE FORECLOSURE ACT.
- C. RECEIVER MORTGAGEE IN POSSESSION. IN THE EVENT OF A DEFAULT, IN ADDITION TO LENDER'S OTHER RIGHT AND REMEDIES, LENDER SHALL BE ENTITLED TO (A) THE APPOINTMENT OF A RECEIVER UNDER AUTHORITY OF THE COURT, WITH FULL LEGAL RIGHTS AND POWERS TO COMPLETE THE CONSTRUCTION OF IMPROVEMENTS, AND TO PRESERVE AND PROTECT THE PROPERTY; AND/OR (B) TO BE APPOINTED BY THE COURT AS "MORTGAGEE IN POSSESSION" WITH FULL LEGAL POWERS, RIGHTS AND PRIVELEGES PERMITTED UNDER LAW.

1. PROJECT COMPLETION DATE

The loan is to be disbursed in installments to finance construction, which I promise to complete on or , referred to as the "PROJECT COMPLETION DATE", in strict January 28, 2008 compliance with the project Plans and Specifications which have been provided to Lender.

If, the Lender determines that the construction of the project or completion of all of Borrower's obligations regarding the documentation thereof will not be completed by January 28, 2008, it shall be a sufficient basis for a default, and Lender shall have the right to stop making disbursements of money even before January 28, 2008. In such circumstances, in addition to all of Lender's other rights and remedies, Lender shall have the right to accelerate the loan and make all sums outstanding due and payable at once, together with interest, fees, costs of collection and all other charges, including reasonable attorneys' fees. It is expressly agreed that "TIME IS OF THE ESSENCE" with respect to the full completion of construction and of all obligations regarding the documentation thereof.

2. WORK IN PLACE

The Lender has agreed to make the loan herein described to be paid in installments as the work is completed and to disburse funds only FOR WORK IN PLACE, based upon inspection.

The Lender is obligated to advance the full amount of the loan \$880,000.00 provided that I have fully performed and met all of the conditions and requirements which I have promised to undertake in the Construction Loan Agreement, Promissory Note, Security Agreement, Commitment Letter and Loan Documents; and provided that the loan is not in default.

3. INSPECTION FOR STATUS OF COMPLETION ONLY

The Lender shall inspect the project in order to ascertain the status of completion and the progress of the construction of improvements. The sole purpose for Lender's inspection is to determine the approximate amount and value of the work which has been done, so that Lender may disburse funds for such work in place. Such inspections shall not require a review by Lender of the quality of the construction. As Borrower, I will not rely on the Lender's inspection for any purpose whatsoever. Rather, I will be solely responsible for the progress and quality of construction, and the discovery of all delays, defects, faults, imperfections and deviations from the Plans and Specifications shall be my sole responsibility as Borrower.

4. AMENDMENT OF THE OBLIGATION TO REPAY LOAN

- 1. Because construction disbursements will be made at times and in amounts which cannot be accurately predicted between the date of this Rider and the Project Completion Date which is January 28, 2008, I will not begin to repay my loan as provided under the terms of Paragraph 3 of the Note that I signed.
- 2. Instead, I will pay interest only until February 1, 2008 referred to as the "CONVERSION DATE". This is the day my last "interest-only" payment will be due.
- 3. The terms of Paragraph 3 of the Note, are hereby amended to provide that I will make my first payment of principal and interest on March 1, 2008, in the amount of \$7,203.79, unless I am advised otherwise by the Lender in writing.

5. CONSTRUCTION PERIOD INTEREST

During the Construction Interest Period, I will pay the Lender interest on the principal amount that it has disbursed under the loan. Interest will be computed daily at the rate in effect under the Note, on the basis of a 365 day year, for the actual amount of principal outstanding. This interest will be billed to me on the 1st day of each month during the Construction Interest Period until the Conversion Date, and it will be my responsibility to pay the amount of interest billed to me within 15 days. Non-payment of interest by the 15th day of the month will be a default under the Note and will entitle the Lender to all remedies contained in the Note or the Security Instrument.

6. DELAYS IN THE COMPLETION OF CONSTRUCTION OR PERFORMANCE

If the construction of all planned improvements or repairs, and the performance of all of my obligations regarding the documentation thereof is not completed by January 28, 2008, then in addition to all of its other rights under the loan documents, the Lender, at its option, has the right to do any or all of the following:

- A. DEFAULT- declare a default and exercise all of its rights reserved in the loan documents to act in case of default; or
- B. CONSTRUCTION PERIOD EXTENSION agree that Lender will extend the time for construction through modification of the loan documents, (Construction Period Extension) provided that Borrower co-operates fully in the execution thereof and pays the costs, fees and expenses associated with such extension, including Project Delay Surcharges, extension fees, document preparation fees, courier fees, recording fees, title insurance costs, and all other costs incurred or required to complete the extension; or
- C. DELAYED COMPLETION RESERVE ACCOUNT agree to allow more time for construction to be completed and to disburse any remaining loan funds into a Delayed Completion Reserve Account on which interest shall then become due and payable at the Note Rate, as though the funds had been fully advanced for construction completion; provided (1) that Borrower co-operates fully in the execution of documents establishing the same as required by Lender, and pays the costs, fees and expenses associated with the establishment of such Delayed Completion Reserve Account, including Project Delay Surcharges, extension fees, document preparation fees, courier fees, recording fees, title insurance costs, and all other costs incurred or required to complete the establishment of such account; and provided (2) that Borrower shall be required to begin repaying principal and interest under the loan documents as though construction had been completed and as though all funds were disbursed by the Project Completion Date; and provided (3) the unexpended loan funds will be held in a Delayed Completion Reserve Account until the construction is completed per the plans and specifications, and until all of the conditions necessary to complete the conversion of the loan to the Amortization Period have been completed.
- D. NO OBLIGATION TO EXTEND Lender shall have no obligation to permit more time for construction or the full performance of Borrower's obligations. The time selected by Borrower for the completion of the project is Borrower's responsibility, and failure to fully complete all construction and meet all required conditions within the time chosen by Borrower can be a default. Any extension of time for performance that is agreed to by Lender shall be at Lender's sole discretion.

7. NOTICE TO LENDER OF CLAIMS AND LIENS.

Any person wishing to claim the benefit of any Mechanics Lien is advised by the recording hereof that the address of the Lender for receipt of any Contractor's Sworn Statement Of Account, Claim For Mechanics Lien, Notice to Owner, or other mechanics lien claim under Illinois law, or for any other notice, claim or lien is shown below. Any such notice should be delivered to such address by certified mail return receipt requested.

> Attn: Robert M. Imperato, Vice President Webster Bank, N.A. Construction Lending Center 609 West Johnson Avenue Cheshire, CT 06410

As Borrower, I promise to notify the Lender, immediately upon my receipt of any such Contractor's Sworn Statement Of Account, Claim For Mechanics Lien, Notice to Owner, or any other notice, claim or lien relating in any way to the Property and to provide copies to Lender of all documents, demands or claims received by me regarding the same.

8. EXTINGUISHMENT AND SURVIVAL.

, the provisions of this Rider, January 28, 2008 Unless otherwise extended in writing, on except paragraph 4 and this paragraph, shall self-extinguish and be of no further force and effect, provided however, that any causes of action, claims or rights of the Lender which accrue before said date shall continue unaffected and undiminished by such extinguishment.

BY SIGNING BELOW, on this da	y Borrower accepts and agrees to the terms and covenants contained in this Rider.
Date: 2.2, 2007	
	Borrower: STEFAN JAKUBIK
Borrower:	Borrower:
	t .
Borrower:	Borrower:
The undersigned witnessed the sign	nature of the Borrower(s) at the time this Rider was signed.
Nesto	2, 2, 2007.
Settlement Agent	Date